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15 IN THE UNITED STATES DISTRICT COURT
16 IN AND FOR THE NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

19 GENOMIC HEALTH, INC.,

No. 10-CV-03643 JSW

20 Plaintiff and Counter-Defendant,

**STIPULATION AND [PROPOSED]
ORDER FOR DISMISSAL WITH
PREJUDICE**

21 v.

22 INCYTE CORPORATION,

Hon. Jeffrey S. White

23 Defendant and Counter-Claimant.

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1 WHEREAS, Plaintiff and Counter-Defendant, Genomic Health, Inc., and Defendant and
2 Counter-Claimant, Incyte Corporation, have reached a confidential settlement of this case. As
3 part of this confidential settlement, the parties have agreed to the entry of this Stipulated
4 Dismissal with Prejudice, including the terms and conditions set forth below.

5 IT IS HEREBY STIPULATED AND AGREED by and between the parties hereto,
6 through their respective counsel, as follows:

7 1. The Court shall retain jurisdiction over the parties to the extent necessary to
8 enforce the terms of this Stipulation for Dismissal with Prejudice and the confidential settlement
9 agreement reached between the parties, the terms of which are expressly incorporated herein by
10 reference as though fully set forth.

11 2. This Stipulation for Dismissal shall be binding upon and shall inure to the benefit
12 of Genomic Health, Inc. and Incyte Corporation and each of their respective licensees,
13 subsidiaries, corporate parents, affiliates, and/or successors and assigns.

14 || 3. Each side shall bear its own costs and fees.

15 ||| 4. This action is hereby fully DISMISSED WITH PREJUDICE.

16 DATED: May 2, 2011

MCDERMOTT WILL & EMERY, LLP

By: /s/ William G. Gaede, III
William G. Gaede, III

21 || DATED: May 2, 2011

**WILMER CUTLER PICKERING
HALE AND DORR LLP**

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By: */s/ Mark D. Flanagan*
Mark D. Flanagan

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2 **SIGNATURE ATTESTATION**

3 Pursuant to General Order 45.X(B), I hereby attest that concurrence has been obtained
4 from Mark D. Flanagan indicated by a "conformed" signature (/s/) within this e-filed document.

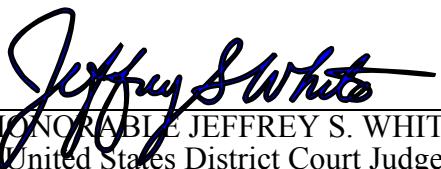
5 /s/ William G. Gaede, III
6 William G. Gaede, III

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8 **DISMISSAL WITH PREJUDICE**

9 **IT IS SO ORDERED** that, pursuant to the parties' stipulation and the confidential
10 settlement agreement, this case and the counterclaims thereto are hereby dismissed with
11 prejudice.

12 DATED: May 3, 2011

13 
14 HONORABLE JEFFREY S. WHITE
15 United States District Court Judge